



STATE OF UTAH - DEPARTMENT OF ADMINISTRATIVE SERVICES

Division of Facilities Construction and Management

DFCM

**STANDARD LOW BID PROJECT – INVITATIONAL
Project Budgets \$50,000 - \$100,000**

March 15, 2007

**EDGE OF CEDARS STATE PARK HVAC
UPGRADE**

DIVISION OF PARKS & RECREATION

BLANDING, UTAH

DFCM Project Number 06157510

Steve Sheppard
Van Boerum & Frank Associates, Inc.
330 South 300 East
Salt Lake City, Utah 84111

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Current copies of the following documents are hereby made part of these contract documents by reference. These documents are available on the DFCM web site at <http://dfcm.utah.gov> or are available upon request from DFCM.

DFCM General Conditions dated May 25, 2005.

DFCM Application and Certification for Payment dated May 25, 2005.

Technical Specifications :

Drawings:

The Agreement and General Conditions dated May 25, 2005 have been updated from versions that were formally adopted and in use prior to this date. The changes made to the General Conditions are identified in a document entitled Revisions to General Conditions that is available on DFCM's web site at <http://dfcm.utah.gov>

INVITATION TO BID

Only firms that have been invited to submit bids on this project are allowed to bid on this project.

Sealed bids will be received by the Division of Facilities Construction and Management (DFCM) for:

EDGE OF CEDARS STATE PARK HVAC UPGRADE
DIVISION OF PARKS & RECREATION – BLANDING, UTAH
DFCM PROJECT NO: 06157510

<u>Company</u>	<u>Contact</u>	<u>Fax</u>
Carmen Refrigeration	Rick Carmen	801-364-9405
Western Sheet Metal, Inc.	Pat Murphy	801-973-9913
MHI Service	Randy Hoover	801-973-4049

Bids will be in accordance with the Contract Documents that will be available on March 15, 2007, and distributed in electronic format only on CDs from DFCM, at the Wasatch Building at the Utah State Fairpark, approximately 155 North 1000 West, Salt Lake City, Utah and on the DFCM web page at <http://dfcm.utah.gov>. For questions regarding this project, please contact Vic Middleton, DFCM, at 801-971-0504. No others are to be contacted regarding this bidding process. The construction budget for this project is \$85,000.00.

A **mandatory** pre-bid meeting will be held at 2:00 PM on Thursday, March 29, 2007 at the Edge of Cedars State Park, Blanding, Utah. All bidders wishing to bid on this project are required to attend this meeting.

Bids will be received until the hour of 2:00 PM on Wednesday, April 11, 2007 at the Wasatch Building at the Utah State Fairpark, approximately 155 North 1000 West, Salt Lake City, Utah. Refer to the map on the DFCM website for directions (http://dfcm.utah.gov/downloads/fairpark_map.pdf). Bids will be opened and read aloud in the Wasatch Building at the Utah State Fairpark. NOTE: Bids must be received at the Wasatch Building at the Utah State Fairpark by the specified time.

A bid bond in the amount of five percent (5%) of the bid amount, made payable to the Division of Facilities Construction and Management on DFCM's bid bond form, shall accompany the bid.

The Division of Facilities Construction and Management reserves the right to reject any or all bids or to waive any formality or technicality in any bid in the interest of DFCM.

DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT

Joanna Fisher, Contract Coordinator
4110 State Office Building, Salt Lake City, Utah 84114

PROJECT DESCRIPTION

Repair and modify all HVAC rooftop units on the entire building. Connection of new and existing duct work, dampers and controls according to specifications and drawings.

**PROJECT SCHEDULE**

PROJECT NAME: Edge of Cedars State Park HVAC Upgrade – Division of Parks & Rec. Blanding, Utah				
DFCM PROJECT NO. 06157510				
Event	Day	Date	Time	Place
Bidding Documents Available	Thursday	March 15, 2007	3:00 PM	DFCM – Utah State Fairpark – Wasatch Bldg. 155 N. 1000 West, SLC, UT or DFCM web site *
Mandatory Pre-bid Site Meeting	Thursday	March 29, 2007	2:00 PM	Edge of Cedars State Park, Blanding, Utah
Last Day to Submit Questions	Tuesday	April 3, 2007	3:00 PM	Vic Middleton DFCM by e-mail vmiddlet@utah.gov
Addendum Issued Responding to Questions (if needed)	Thursday	April 5, 2007	1:00 PM	DFCM web site *
Prime Contractors Turn In Bid and Bid Bond	Wednesday	April 11, 2007	2:00 PM	Wasatch Building Utah State Fairpark Approx 155 North 1000 West Salt Lake City, UT **
Sub-contractor List Due	Thursday	April 12, 2007	2:00 PM	DFCM 4110 State Office Bldg SLC, UT Fax 801-537-9188
Substantial Completion Date		August 1, 2007		DFCM

* **NOTE:** DFCM's web site address is <http://dfcm.utah.gov>

** **Due to the ongoing construction on Capitol Hill and the anticipated shortage of parking during 2007, all bids will be received and opened at the Wasatch Building at the Utah State Fairpark. Refer to map on the DFCM web site for directions (http://dfcm.utah.gov/downloads/fairpark_map.pdf)**



STATE OF UTAH - DEPARTMENT OF ADMINISTRATIVE SERVICES

Division of Facilities Construction and Management

DFCM

BID FORM

NAME OF BIDDER _____ DATE _____

To the Division of Facilities Construction and Management
4110 State Office Building
Salt Lake City, Utah 84114

The undersigned, responsive to the "Notice to Contractors" and in accordance with the "Instructions to Bidders", in compliance with your invitation for bids for the Edge of Cedars State Park HVAC Upgrade – Division of Parks & Recreation – Blanding, Utah Project No. 06157510 and having examined the Contract Documents and the site of the proposed Work and being familiar with all of the conditions surrounding the construction of the proposed Project, including the availability of labor, hereby proposes to furnish all labor, materials and supplies as required for the Work in accordance with the Contract Documents as specified and within the time set forth and at the price stated below. This price is to cover all expenses incurred in performing the Work required under the Contract Documents of which this bid is a part:

I/We acknowledge receipt of the following Addenda: _____

For all work shown on the Drawings and described in the Specifications and Contract Documents, I/we agree to perform for the sum of:

_____ DOLLARS (\$_____) (In case of discrepancy, written amount shall govern)

I/We guarantee that the Work will be Substantially Complete by August 1, 2007, should I/we be the successful bidder, and agree to pay liquidated damages in the amount of **\$200.00** per day for each day after expiration of the Contract Time as stated in Article 3 of the Contractor's Agreement.

This bid shall be good for 45 days after bid opening.

Enclosed is a 5% bid bond, as required, in the sum of _____

The undersigned Contractor's License Number for Utah is _____.

Upon receipt of notice of award of this bid, the undersigned agrees to execute the contract within ten (10) days, unless a shorter time is specified in the Contract Documents, and deliver acceptable Performance and Payment bonds in the prescribed form in the amount of 100% of the Contract Sum for faithful performance of the contract.

The Bid Bond attached, in the amount not less than five percent (5%) of the above bid sum, shall become the property of the Division of Facilities Construction and Management as liquidated damages for delay and additional expense caused thereby in the event that the contract is not executed and/or acceptable 100% Performance and Payment bonds are not delivered within the time set forth.

Type of Organization:

(Corporation, Partnership, Individual, etc.)

Any request and information related to Utah Preference Laws:

Respectfully submitted,

Name of Bidder

ADDRESS:

Authorized Signature

INSTRUCTIONS TO BIDDERS

1. Drawings and Specifications, Other Contract Documents

Drawings and Specifications, as well as other available Contract Documents, may be obtained as stated in the Invitation to Bid.

2. Bids

Before submitting a bid, each contractor shall carefully examine the Contract Documents, shall visit the site of the Work; shall fully inform themselves as to all existing conditions and limitations; and shall include in the bid the cost of all items required by the Contract Documents. If the bidder observes that portions of the Contract Documents are at variance with applicable laws, building codes, rules, regulations or contain obvious erroneous or uncoordinated information, the bidder shall promptly notify the DFCM Representative and the necessary changes shall be accomplished by Addendum.

The bid, bearing original signatures, must be typed or handwritten in ink on the Bid Form provided in the procurement documents and submitted in a sealed envelope at the location specified by the Invitation to Bid prior to the deadline for submission of bids.

Bid bond security, in the amount of five percent (5%) of the bid, made payable to the Division of Facilities Construction and Management, shall accompany bid. **THE BID BOND MUST BE ON THE BID BOND FORM PROVIDED IN THE PROCUREMENT DOCUMENTS IN ORDER TO BE CONSIDERED AN ACCEPTABLE BID.**

If the bid bond security is submitted on a bid bond form other than DFCM's required bid bond form, and the bid security meets all other legal requirements, the bidder will be allowed to provide an acceptable bid bond by the close of business on the next business day following notification by DFCM of submission of a defective bid bond security. **NOTE: A cashier's check cannot be used as a substitute for a bid bond.**

3. Contract and Bond

The Contractor's Agreement will be in the form found in the specifications. The Contract Time will be as indicated in the bid. The successful bidder, simultaneously with the execution of the Contract Agreement, will be required to furnish a performance bond and a payment bond, both bearing original signatures, upon the forms provided in the procurement documents. The performance and payment bonds shall be for an amount equal to one hundred percent (100%) of the contract sum and secured from a company that meets the requirements specified in the requisite forms. Any bonding requirements for subcontractors will be specified in the Supplementary General Conditions.

4. Listing of Subcontractors

Listing of Subcontractors shall be as summarized in the “Instructions and Subcontractor’s List Form”, which are included as part of these Contract Documents. The Subcontractors List shall be delivered to DFCM or faxed to DFCM at (801)538-3677 within 24 hours of the bid opening. Requirements for listing additional subcontractors will be listed in the Contract Documents.

DFCM retains the right to audit or take other steps necessary to confirm compliance with requirements for the listing and changing of subcontractors. Any contractor who is found to not be in compliance with these requirements is subject to a debarment hearing and may be debarred from consideration for award of contracts for a period of up to three years.

5. Interpretation of Drawings and Specifications

If any person or entity contemplating submitting a bid is in doubt as to the meaning of any part of the drawings, specifications or other Contract Documents, such person shall submit to the DFCM Project Manager a request for an interpretation thereof. The person or entity submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by addenda posted on DFCM’s web site at <http://dfcm.utah.gov>. Neither the DFCM nor A/E will be responsible for any other explanations or interpretations of the proposed documents. A/E shall be deemed to refer to the architect or engineer hired by DFCM as the A/E or Consultant for the Project.

6. Addenda

Addenda will be posted on DFCM’s web site at <http://dfcm.utah.gov>. Contractors are responsible for obtaining information contained in each addendum from the web site. Addenda issued prior to the submittal deadline shall become part of the bidding process and must be acknowledged on the bid form. Failure to acknowledge addenda may result in disqualification from bidding.

7. Award of Contract

The Contract will be awarded as soon as possible to the lowest, responsive and responsible bidder, based on the lowest combination of base bid and acceptable prioritized alternates, provided the bid is reasonable, is in the interests of the State of Utah to accept and after applying the Utah Preference Laws in U.C.A. Title 63, Chapter 56. DFCM reserves the right to waive any technicalities or formalities in any bid or in the bidding. Alternates will be accepted on a prioritized basis with Alternate 1 being highest priority, Alternate 2 having second priority, etc.

8. DFCM Contractor Performance Rating

As a contractor completes each DFCM project, DFCM, the architect/engineer and the using agency will evaluate project performance based on the enclosed “DFCM Contractor Performance Rating” form. The ratings issued on this project will not affect this project but may affect the award on future projects.

9. Licensure

The Contractor shall comply with and require all of its subcontractors to comply with the license laws as required by the State of Utah.

10. Right to Reject Bids

DFCM reserves the right to reject any or all Bids.

11. Time is of the Essence

Time is of the essence in regard to all the requirements of the Contract Documents.

12. Withdrawal of Bids

Bids may be withdrawn on written request received from bidder prior to the time fixed for opening. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

13. Product Approvals

Where reference is made to one or more proprietary products in the Contract Documents, but restrictive descriptive materials of one or more manufacturer(s) is referred to in the Contract Documents, the products of other manufacturers will be accepted, provided they equal or exceed the standards set forth in the drawings and specifications and are compatible with the intent and purpose of the design, subject to the written approval of the A/E. Such written approval must occur prior to the deadline established for the last scheduled addenda to be issued. The A/E's written approval will be in an issued addendum. If the descriptive material is not restrictive, the products of other manufacturers specified will be accepted without prior approval provided they are compatible with the intent and purpose of the design as determined by the A/E.

14. Financial Responsibility of Contractors, Subcontractors and Sub-subcontractors

Contractors shall respond promptly to any inquiry in writing by DFCM to any concern of financial responsibility of the contractor, subcontractor or sub-subcontractor.

15. Debarment

By submitting a bid, the Contractor certifies that neither it nor its principals, including project and site managers, have been, or are under consideration for, debarment or suspension, or any action that would exclude such from participation in a construction contract by any governmental department or agency. If the Contractor cannot certify this statement, attach to the bid a detailed written explanation which must be reviewed and approved by DFCM as part of the requirements for award of the Project.

BID BOND

(Title 63, Chapter 56, U. C. A. 1953, as Amended)

KNOW ALL PERSONS BY THESE PRESENTS:

That _____ hereinafter referred to as the "Principal," and _____, a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____ and authorized to transact business in this State and U. S. Department of the Treasury Listed, (Circular 570, Companies Holding Certificates of Authority as Acceptable Securities on Federal Bonds and as Acceptable Reinsuring Companies); hereinafter referred to as the "Surety," are held and firmly bound unto the STATE OF UTAH, hereinafter referred to as the "Obligee," in the amount of \$ _____ (5% of the accompanying bid), being the sum of this Bond to which payment the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted to Obligee the accompanying bid incorporated by reference herein, dated as shown, to enter into a contract in writing for the _____ Project.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the said principal does not execute a contract and give bond to be approved by the Obligee for the faithful performance thereof within ten (10) days after being notified in writing of such contract to the principal, then the sum of the amount stated above will be forfeited to the State of Utah as liquidated damages and not as a penalty; if the said principal shall execute a contract and give bond to be approved by the Obligee for the faithful performance thereof within ten (10) days after being notified in writing of such contract to the Principal, then this obligation shall be null and void. It is expressly understood and agreed that the liability of the Surety for any and all defaults of the Principal hereunder shall be the full penal sum of this Bond. The Surety, for value received, hereby stipulates and agrees that obligations of the Surety under this Bond shall be for a term of sixty (60) days from actual date of the bid opening.

PROVIDED, HOWEVER, that this Bond is executed pursuant to provisions of Title 63, Chapter 56, Utah Code Annotated, 1953, as amended, and all liabilities on this Bond shall be determined in accordance with said provisions to same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals on the date indicated below, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

DATED this _____ day of _____, 20_____.

Principal's name and address (if other than a corporation):

By: _____

Title: _____

Principal's name and address (if a corporation):

By: _____

Title: _____
(Affix Corporate Seal)

Surety's name and address:

By: _____
Attorney-in-Fact (Affix Corporate Seal)

STATE OF _____)
COUNTY OF _____) ss.

On this ____ day of _____, 20_____, personally appeared before me _____, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn, did say that he/she is the Attorney-in-fact of the above-named Surety Company, and that he/she is duly authorized to execute the same and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertakings and obligations, and that he/she acknowledged to me that as Attorney-in-fact executed the same.

Subscribed and sworn to before me this _____ day of _____, 20_____.

My Commission Expires: _____

Resides at: _____

Agency: _____
Agent: _____
Address: _____
Phone: _____

NOTARY PUBLIC

Approved As To Form: May 25, 2005
By Alan S. Bachman, Asst Attorney General

**Division of Facilities Construction and****INSTRUCTIONS AND SUBCONTRACTORS LIST FORM**

The three low bidders, as well as all other bidders that desire to be considered, are required by law to submit to DFCM within 24 hours of bid opening a list of **ALL** first-tier subcontractors, including the subcontractor's name, bid amount and other information required by Building Board Rule and as stated in these Contract Documents, on the following basis:

PROJECTS UNDER \$500,000 - ALL SUBS \$20,000 OR OVER MUST BE LISTED
PROJECTS \$500,000 OR MORE - ALL SUBS \$35,000 OR OVER MUST BE LISTED

- Any additional subcontractors identified in the bid documents shall also be listed.
- The DFCM Director may not consider any bid submitted by a bidder if the bidder fails to submit a subcontractor list meeting the requirements of State law.
- List subcontractors for base bid as well as the impact on the list that the selection of any alternate may have.
- Bidder may not list more than one subcontractor to perform the same work.
- Bidder must list "Self" if performing work itself.

LICENSURE:

The subcontractor's name, the type of work, the subcontractor's bid amount, and the subcontractor's license number as issued by DOPL, if such license is required under Utah Law, shall be listed. Bidder shall certify that all subcontractors, required to be licensed, are licensed as required by State law. A subcontractor includes a trade contractor or specialty contractor and does not include suppliers who provide only materials, equipment, or supplies to a contractor or subcontractor.

BIDDER LISTING 'SELF' AS PERFORMING THE WORK:

Any bidder that is properly licensed for the particular work and intends to perform that work itself in lieu of a subcontractor that would otherwise be required to be on the subcontractor list, must insert the term 'Self' for that category on the subcontractor list form. Any listing of 'Self' on the sublist form shall also include the amount allocated for that work.

'SPECIAL EXCEPTION':

A bidder may list 'Special Exception' in place of a subcontractor when the bidder intends to obtain a subcontractor to perform the work at a later date because the bidder was unable to obtain a qualified or reasonable bid under the provisions of U.C.A. Section 63A-5-208(4). The bidder shall insert the term 'Special Exception' for that category of work, and shall provide documentation with the subcontractor list describing the bidder's efforts to obtain a bid of a qualified subcontractor at a reasonable cost and why the bidder was unable to obtain a qualified subcontractor bid. The Director must find that the bidder complied in good faith with State law requirements for any 'Special Exception' designation, in order for the bid to be considered. If awarded the contract, the Director shall supervise the bidder's efforts to obtain a qualified subcontractor bid. The amount of the awarded contract may not be adjusted to reflect the actual amount of the subcontractor's bid. Any listing of 'Special Exception' on the sublist form shall also include amount allocated for that work.

INSTRUCTIONS AND SUBCONTRACTORS LIST FORM
Page No. 2

GROUND FOR DISQUALIFICATION:

The Director may not consider any bid submitted by a bidder if the bidder fails to submit a subcontractor list meeting the requirements of State law. Director may withhold awarding the contract to a particular bidder if one or more of the proposed subcontractors are considered by the Director to be unqualified to do the Work or for such other reason in the best interest of the State of Utah. Notwithstanding any other provision in these instructions, if there is a good faith error on the sublist form, at the sole discretion of the Director, the Director may provide notice to the contractor and the contractor shall have 24 hours to submit the correction to the Director. If such correction is submitted timely, then the sublist requirements shall be considered met.

CHANGES OF SUBCONTRACTORS SPECIFICALLY IDENTIFIED ON SUBLIST FORM:

Subsequent to twenty-four hours after the bid opening, the contractor may change its listed subcontractors only after receiving written permission from the Director based on complying with all of the following criteria.

- (1) The contractor has established in writing that the change is in the best interest of the State and that the contractor establishes an appropriate reason for the change, which may include, but not is not limited to, the following reasons: the original subcontractor has failed to perform, or is not qualified or capable of performing, and/or the subcontractor has requested in writing to be released.
- (2) The circumstances related to the request for the change do not indicate any bad faith in the original listing of the subcontractors.
- (3) Any requirement set forth by the Director to ensure that the process used to select a new subcontractor does not give rise to bid shopping.
- (4) Any increase in the cost of the subject subcontractor work is borne by the contractor.
- (5) Any decrease in the cost of the subject subcontractor work shall result in a deductive change order being issued for the contract for such decreased amount.
- (6) The Director will give substantial weight to whether the subcontractor has consented in writing to being removed unless the Contractor establishes that the subcontractor is not qualified for the work.

EXAMPLE:

Example of a list where there are only four subcontractors:

TYPE OF WORK	SUBCONTRACTOR, "SELF" OR "SPECIAL EXCEPTION"	SUBCONTRACTOR BID AMOUNT	CONT. LICENSE #
ELECTRICAL	ABCD Electric Inc.	\$350,000.00	123456789000
LANDSCAPING	"Self"	300,000.00	123456789000
CONCRETE (ALTERNATE #1)	XYZ Concrete Inc	298,000.00	987654321000
MECHANICAL	"Special Exception" (attach documentation)	Fixed at: 350,000.00	(TO BE PROVIDED AFTER OBTAINING SUBCONTRACTOR)

**PURSUANT TO STATE LAW - SUBCONTRACTOR BID AMOUNTS CONTAINED IN THIS
SUBCONTRACTOR LIST SHALL NOT BE DISCLOSED UNTIL THE CONTRACT HAS BEEN AWARDED.**

**SUBCONTRACTORS LIST**

FAX TO 801-538-3677

PROJECT TITLE: _____

Caution: You must read and comply fully with instructions.

TYPE OF WORK	SUBCONTRACTOR, "SELF" OR "SPECIAL EXCEPTION"	SUBCONTRACTOR BID AMOUNT	CONT. LICENSE #

We certify that:

1. This list includes all subcontractors as required by the instructions, including those related to the base bid as well as any alternates.
2. We have listed "Self" or "Special Exception" in accordance with the instructions.
3. All subcontractors are appropriately licensed as required by State law.

FIRM: _____

DATE: _____

SIGNED BY: _____

NOTICE: FAILURE TO SUBMIT THIS FORM, PROPERLY COMPLETED AND SIGNED, AS REQUIRED IN THESE CONTRACT DOCUMENTS, SHALL BE GROUNDS FOR DFCMS REFUSAL TO ENTER INTO A WRITTEN CONTRACT WITH BIDDER. ACTION MAY BE TAKEN AGAINST BIDDERS BID BOND AS DEEMED APPROPRIATE BY DFCM. ATTACH A SECOND PAGE IF NECESSARY.

FUGITIVE DUST PLAN

The Contractor will fill out the form and file the original with the Division of Air Quality and a copy of the form with the Division of Facilities Construction & Management, prior to the issuance of any notice to proceed.

The Contractor will be fully responsible for compliance with the Fugitive Dust Control Plan, including the adequacy of the plan, any damages, fines, liability, and penalty or other action that results from noncompliance.

Utah Division of Air Quality

April 20, 1999

**GUIDANCE THAT MUST BE CONSIDERED IN DEVELOPING AND SUBMITTING A
DUST CONTROL PLAN FOR COMPLIANCE WITH R307-309-3, 4, 5, 6, 7**

Source Information:

1. Name of your operation (source): provide a name if the source is a construction site.
2. Address or location of your operation or construction site.
3. UTM coordinates or Longitude/Latitude of stationary emission points at your operation.
4. Lengths of the project, if temporary (time period).
5. Description of process (include all sources of dust and fugitive dust). Please, if necessary, use additional sheets of paper for this description. Be sure to mark it as an attachment.
6. Type of material processed or disturbed.
7. Amount of material processed (tons per year, tons per month, lbs./hr., and applicable units).

8. Destination of product (where will the material produced be used or transported, be specific, provide address or specific location), information needed for temporary relocation applicants.
9. Identify the individual who is responsible for the implementation and maintenance of fugitive dust control measures. List name(s), position(s) and telephone number(s).
10. List, and attach copies of any contract lease, liability agreement with other companies that may, or will, be responsible for dust control on site or on the project.

Description of Fugitive Dust Emission Activities
(Things to consider in addressing fugitive dust control strategies.)

1. Type of activities (drilling and blasting, road construction, development construction, earth moving and excavation, handling and hauling materials, cleaning and leveling, etc).
2. List type of equipment generating the fugitive dust.
3. Diagram the location of each activity or piece of equipment on site. Please attach the diagram.
4. Provide pictures or drawings of each activity. Include a drawing of the unpaved/paved road network used to move loads “on” and “off” property.
5. Vehicle miles travels on unpaved roads associated with the activity (average speed).
6. Type of dust emitted at each source (coal, cement, sand, soil, clay, dust, etc.)
7. Estimate the size of the release area at which the activity occurs (square miles). For haul or dirt roads include total miles of road in use during the activity.

Description of Fugitive Dust Emission Controls on Site

Control strategies must be designed to meet 20% opacity or less on site (a lesser opacity may be defined by Approval Order conditions or federal requirements such as NSPS), and control strategies must prevent exceeding 10% opacity from fugitive dust at the property boundary (site boundary) for compliance with R307-309-3.

1. Types of ongoing emission controls proposed for each activity, each piece of equipment, and haul roads.
2. Types of additional dust controls proposed for bare, exposed surfaces (chemical stabilization, synthetic cover, wind breaks, vegetative cover, etc).
3. Method of application of dust suppressant.
4. Frequency of application of dust suppressant.
5. Explain what triggers the use of a special control measure other than routine measures already in place, such as covered loads or measures covered by a permit condition (increase in opacity, high winds, citizen complaints, dry conditions, etc).
6. Explain in detail what control strategies/measures will be implemented off-hours, i.e., Saturdays/Sundays/Holidays, as well as 6 PM to 6 AM each day.

Description of Fugitive Dust Control Off-site

Prevent, to the maximum extent possible, deposition of materials, which may create fugitive dust on public and private paved roads in compliance with R307-309-5, 6, 7.

1. Types of emission controls initiated by your operation that are in place “off” property (application of water, covered loads, sweeping roads, vehicle cleaning, etc.).

2. Proposed remedial controls that will be initiated promptly if materials, which may create fugitive dust, are deposited on public and private paved roads.

Submit the Dust Control Plan to:

Executive Secretary
Utah Air Quality Board
POB 144820
15 North 1950 West
Salt Lake City, Utah 84114-4820

Phone: (801) 536-4000
FAX: (801) 536-4099

Fugitive Dust Control Plan Violation Report

When a source is found in violation of R307-309-3 or in violation of the Fugitive Dust Control Plan, the source must submit a report to the Executive Secretary within 15 days after receiving a Notice of Violation. The report must include the following information:

1. Name and address of dust source.
2. Time and duration of dust episode.
3. Meteorological conditions during the dust episode.
4. Total number and type of fugitive dust activities and dust producing equipment within each operation boundary. If no change has occurred from the existing dust control plan, the source should state that the activity/equipment is the same.
5. Fugitive dust activities or dust producing equipment that caused a violation of R-307-309-3 or the source's dust control plan.
6. Reasons for failing to control dust from the dust generating activity or equipment.
7. New and/or additional fugitive dust control strategies necessary to achieve compliance with R307-309-3, 4, 5, 6, or 7.
8. If it can not be demonstrated that the current approved Dust Control Plan can result in compliance with R307-309-3 through 7, the Dust Control Plan must be revised so as to demonstrate compliance with 307-309-3 through 7. Within 30 days of receiving a fugitive dust Notice of Violation, the source must submit the revised Plan to the Executive Secretary for review and approval.

Submit the Dust Control Plan to:

Executive Secretary	Phone: (801) 536-4000
Utah Air Quality Board	FAX: (801) 536-4099
POB 144820	
15 North 1950 West	
Salt Lake City, Utah 84114-4820	

Attachments: DFCM Form FDR R-307-309, Rule 307-309

CONTRACTOR'S AGREEMENT

FOR:

THIS CONTRACTOR'S AGREEMENT, made and entered into this ____ day of _____, 20__, by and between the DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT, hereinafter referred to as "DFCM", and _____, incorporated in the State of _____ and authorized to do business in the State of Utah, hereinafter referred to as "Contractor", whose address is _____.

WITNESSETH: WHEREAS, DFCM intends to have Work performed at _____.

WHEREAS, Contractor agrees to perform the Work for the sum stated herein.

NOW, THEREFORE, DFCM and Contractor for the consideration provided in this Contractor's Agreement, agree as follows:

ARTICLE 1. SCOPE OF WORK. The Work to be performed shall be in accordance with the Contract Documents prepared by _____ and entitled "_____"

The DFCM General Conditions ("General Conditions") dated May 25, 2005 on file at the office of DFCM and available on the DFCM website, are hereby incorporated by reference as part of this Agreement and are included in the specifications for this Project. All terms used in this Contractor's Agreement shall be as defined in the Contract Documents, and in particular, the General Conditions.

The Contractor Agrees to furnish labor, materials and equipment to complete the Work as required in the Contract Documents which are hereby incorporated by reference. It is understood and agreed by the parties hereto that all Work shall be performed as required in the Contract Documents and shall be subject to inspection and approval of DFCM or its authorized representative. The relationship of the Contractor to the DFCM hereunder is that of an independent Contractor.

ARTICLE 2. CONTRACT SUM. The DFCM agrees to pay and the Contractor agrees to accept in full performance of this Contractor's Agreement, the sum of _____ DOLLARS AND NO CENTS (\$_____.00), which is the base bid, and which sum also includes the cost of a 100% Performance Bond and a 100%

CONTRACTOR'S AGREEMENT
PAGE NO. 2

Payment Bond as well as all insurance requirements of the Contractor. Said bonds have already been posted by the Contractor pursuant to State law. The required proof of insurance certificates have been delivered to DFCM in accordance with the General Conditions before the execution of this Contractor's Agreement.

ARTICLE 3. TIME OF COMPLETION AND DELAY REMEDY. The Work shall be Substantially Complete by _____. Contractor agrees to pay liquidated damages in the amount of \$_____ per day for each day after expiration of the Contract Time until the Contractor achieves Substantial Completion in accordance with the Contract Documents, if Contractor's delay makes the damages applicable. The provision for liquidated damages is: (a) to compensate the DFCM for delay only; (b) is provided for herein because actual damages can not be readily ascertained at the time of execution of this Contractor's Agreement; (c) is not a penalty; and (d) shall not prevent the DFCM from maintaining Claims for other non-delay damages, such as costs to complete or remedy defective Work.

No action shall be maintained by the Contractor, including its or Subcontractor or suppliers at any tier, against the DFCM or State of Utah for damages or other claims due to losses attributable to hindrances or delays from any cause whatsoever, including acts and omissions of the DFCM or its officers, employees or agents, except as expressly provided in the General Conditions. The Contractor may receive a written extension of time, signed by the DFCM, in which to complete the Work under this Contractor's Agreement in accordance with the General Conditions.

ARTICLE 4. CONTRACT DOCUMENTS. The Contract Documents consist of this Contractor's Agreement, the Conditions of the Contract (DFCM General Conditions, Supplementary and other Conditions), the Drawings, Specifications, Addenda and Modifications. The Contract Documents shall also include the bidding documents, including the Invitation to Bid, Instructions to Bidders/ Proposers and the Bid/Proposal, to the extent not in conflict therewith and other documents and oral presentations that are documented as an attachment to the contract.

All such documents are hereby incorporated by reference herein. Any reference in this Contractor's Agreement to certain provisions of the Contract Documents shall in no way be construed as to lessen the importance or applicability of any other provisions of the Contract Documents.

ARTICLE 5. PAYMENT. The DFCM agrees to pay the Contractor from time to time as the Work progresses, but not more than once each month after the date of Notice to Proceed, and only upon Certificate of the A/E for Work performed during the preceding calendar month, ninety-five percent (95%) of the value of the labor performed and ninety-five percent (95%) of the value of materials furnished in place or on the site. The Contractor agrees to furnish to the DFCM invoices for materials purchased and on the site but not installed, for which the Contractor requests payment and agrees to

CONTRACTOR'S AGREEMENT
PAGE NO. 3

safeguard and protect such equipment or materials and is responsible for safekeeping thereof and if such be stolen, lost or destroyed, to replace same.

Such evidence of labor performed and materials furnished as the DFCM may reasonably require shall be supplied by the Contractor at the time of request for Certificate of Payment on account. Materials for which payment has been made cannot be removed from the job site without DFCM's written approval. Five percent (5%) of the earned amount shall be retained from each monthly payment. The retainage, including any additional retainage imposed and the release of any retainage, shall be in accordance with UCA 13-8-5 as amended. Contractor shall also comply with the requirements of UCA 13-8-5, including restrictions of retainage regarding subcontractors and the distribution of interest earned on the retention proceeds. The DFCM shall not be responsible for enforcing the Contractor's obligations under State law in fulfilling the retention law requirements with subcontractors at any tier.

ARTICLE 6. INDEBTEDNESS. Before final payment is made, the Contractor must submit evidence satisfactory to the DFCM that all payrolls, materials bills, subcontracts at any tier and outstanding indebtedness in connection with the Work have been properly paid. Final Payment will be made after receipt of said evidence, final acceptance of the Work by the DFCM as well as compliance with the applicable provisions of the General Conditions.

Contractor shall respond immediately to any inquiry in writing by DFCM as to any concern of financial responsibility and DFCM reserves the right to request any waivers, releases or bonds from Contractor in regard to any rights of Subcontractors (including suppliers) at any tier or any third parties prior to any payment by DFCM to Contractor.

ARTICLE 7. ADDITIONAL WORK. It is understood and agreed by the parties hereto that no money will be paid to the Contractor for additional labor or materials furnished unless a new contract in writing or a Modification hereof in accordance with the General Conditions and the Contract Documents for such additional labor or materials has been executed. The DFCM specifically reserves the right to modify or amend this Contractor's Agreement and the total sum due hereunder either by enlarging or restricting the scope of the Work.

ARTICLE 8. INSPECTIONS. The Work shall be inspected for acceptance in accordance with the General Conditions.

ARTICLE 9. DISPUTES. Any dispute, PRE or Claim between the parties shall be subject to the provisions of Article 7 of the General Conditions. DFCM reserves all rights to pursue its rights and remedies as provided in the General Conditions.

ARTICLE 10. TERMINATION, SUSPENSION OR ABANDONMENT. This Contractor's Agreement may be terminated, suspended or abandoned in accordance with the General Conditions.

ARTICLE 11. DFCM'S RIGHT TO WITHHOLD CERTAIN AMOUNT AND MAKE USE THEREOF. The DFCM may withhold from payment to the Contractor such amount as, in DFCM's judgment, may be necessary to pay just claims against the Contractor or Subcontractor at any tier for labor and services rendered and materials furnished in and about the Work. The DFCM may apply such withheld amounts for the payment of such claims in DFCM's discretion. In so doing, the DFCM shall be deemed the agent of Contractor and payment so made by the DFCM shall be considered as payment made under this Contractor's Agreement by the DFCM to the Contractor. DFCM shall not be liable to the Contractor for any such payment made in good faith. Such withholdings and payments may be made without prior approval of the Contractor and may be also be prior to any determination as a result of any dispute, PRE, Claim or litigation.

ARTICLE 12. INDEMNIFICATION. The Contractor shall comply with the indemnification provisions of the General Conditions.

ARTICLE 13. SUCCESSORS AND ASSIGNMENT OF CONTRACT. The DFCM and Contractor, respectively bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement, and to partners, successors, assigns and legal representatives of such other party with respect to all covenants, provisions, rights and responsibilities of this Contractor's Agreement. The Contractor shall not assign this Contractor's Agreement without the prior written consent of the DFCM, nor shall the Contractor assign any moneys due or to become due as well as any rights under this Contractor's Agreement, without prior written consent of the DFCM.

ARTICLE 14. RELATIONSHIP OF THE PARTIES. The Contractor accepts the relationship of trust and confidence established by this Contractor's Agreement and covenants with the DFCM to cooperate with the DFCM and A/E and use the Contractor's best skill, efforts and judgment in furthering the interest of the DFCM; to furnish efficient business administration and supervision; to make best efforts to furnish at all times an adequate supply of workers and materials; and to perform the Work in the best and most expeditious and economic manner consistent with the interests of the DFCM.

ARTICLE 15. AUTHORITY TO EXECUTE AND PERFORM AGREEMENT. Contractor and DFCM each represent that the execution of this Contractor's Agreement and the performance thereunder is within their respective duly authorized powers.

ARTICLE 16. ATTORNEY FEES AND COSTS. Except as otherwise provided in the dispute resolution provisions of the General Conditions, the prevailing party shall be entitled to reasonable attorney fees and costs incurred in any action in the District Court and/or appellate body to enforce this Contractor's Agreement or recover damages or any other action as a result of a breach thereof.

CONTRACTOR'S AGREEMENT
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IN WITNESS WHEREOF, the parties hereto have executed this Contractor's Agreement on the day and year stated hereinabove.

CONTRACTOR: _____

Signature Date

Title: _____

State of _____)
County of _____)

Please type/print name clearly

On this ____ day of _____, 20____, personally appeared before me, _____, whose identity is personally known to me (or proved to me on the basis of satisfactory evidence) and who by me duly sworn (or affirmed), did say that he (she) is the _____ (title or office) of the firm and that said document was signed by him (her) in behalf of said firm.

(SEAL)

Notary Public

My Commission Expires _____

APPROVED AS TO AVAILABILITY
OF FUNDS:

David D. Williams, Jr. Date
DFCM Administrative Services Director

**DIVISION OF FACILITIES
CONSTRUCTION AND MANAGEMENT**

- Manager Date
Capital Development/Improvements

APPROVED AS TO FORM:
ATTORNEY GENERAL
November 30, 2006
By: Alan S. Bachman
Asst Attorney General

APPROVED FOR EXPENDITURE:

Division of Finance Date

PERFORMANCE BOND
(Title 63, Chapter 56, U. C. A. 1953, as Amended)

That _____ hereinafter referred to as the "Principal" and _____, a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____ and authorized to transact business in this State and U. S. Department of the Treasury Listed (Circular 570, Companies Holding Certificates of Authority as Acceptable Securities on Federal Bonds and as Acceptable Reinsuring Companies); hereinafter referred to as the "Surety," are held and firmly bound unto the State of Utah, hereinafter referred to as the "Obligee," in the amount of _____ DOLLARS (\$ _____) for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated the _____ day of _____, 20____, to construct _____ in the County of _____, State of Utah, Project No. _____, for the approximate sum of _____ Dollars (\$ _____), which Contract is hereby incorporated by reference herein.

NOW, THEREFORE, the condition of this obligation is such that if the said Principal shall faithfully perform the Contract in accordance with the Contract Documents including, but not limited to, the Plans, Specifications and conditions thereof, the one year performance warranty, and the terms of the Contract as said Contract may be subject to Modifications or changes, then this obligation shall be void; otherwise it shall remain in full force and effect.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the state named herein or the heirs, executors, administrators or successors of the Owner.

The parties agree that the dispute provisions provided in the Contract Documents apply and shall constitute the sole dispute procedures of the parties.

PROVIDED, HOWEVER, that this Bond is executed pursuant to the Provisions of Title 63, Chapter 56, Utah Code Annotated, 1953, as amended, and all liabilities on this Bond shall be determined in accordance with said provisions to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 20____.

WITNESS OR ATTESTATION:

PRINCIPAL:

By: _____
(Seal)

Title: _____

WITNESS OR ATTESTATION:

SURETY:

By: _____
Attorney-in-Fact (Seal)

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 20____, personally appeared before me _____, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn, did say that he/she is the Attorney in-fact of the above-named Surety Company and that he/she is duly authorized to execute the same and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertakings and obligations, and that he/she acknowledged to me that as Attorney-in-fact executed the same.

Subscribed and sworn to before me this _____ day of _____, 20____.

My commission expires: _____

Resides at: _____

NOTARY PUBLIC

Agency: _____
Agent: _____
Address: _____
Phone: _____

Approved As To Form: May 25, 2005
By Alan S. Bachman, Asst Attorney General

PAYMENT BOND

(Title 63, Chapter 56, U. C. A. 1953, as Amended)

KNOW ALL PERSONS BY THESE PRESENTS:

That _____ hereinafter referred to as the "Principal," and _____, a corporation organized and existing under the laws of the State of _____ authorized to do business in this State and U. S. Department of the Treasury Listed (Circular 570, Companies Holding Certificates of Authority as Acceptable Securities on Federal Bonds and as Acceptable Reinsuring Companies); with its principal office in the City of _____, hereinafter referred to as the "Surety," are held and firmly bound unto the State of Utah hereinafter referred to as the "Obligee," in the amount of _____ Dollars (\$ _____) for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated the _____ day of _____, 20____, to construct _____ in the County of _____, State of Utah, Project No. _____ for the approximate sum of _____ Dollars (\$ _____), which contract is hereby incorporated by reference herein.

NOW, THEREFORE, the condition of this obligation is such that if the said Principal shall pay all claimants supplying labor or materials to Principal or Principal's Subcontractors in compliance with the provisions of Title 63, Chapter 56, of Utah Code Annotated, 1953, as amended, and in the prosecution of the Work provided for in said Contract, then, this obligation shall be void; otherwise it shall remain in full force and effect.

That said Surety to this Bond, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or to the Work to be performed thereunder, or the specifications or drawings accompanying same shall in any way affect its obligation on this Bond, and does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to the Work or to the specifications or drawings and agrees that they shall become part of the Contract Documents.

PROVIDED, HOWEVER, that this Bond is executed pursuant to the provisions of Title 63, Chapter 56, Utah Code Annotated, 1953, as amended, and all liabilities on this Bond shall be determined in accordance with said provisions to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 20____.

WITNESS OR ATTESTATION:

PRINCIPAL:

By: _____ (Seal)

Title: _____

WITNESS OR ATTESTATION:

SURETY:

By: _____ Attorney-in-Fact (Seal)

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 20____, personally appeared before me _____, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn, did say that he/she is the Attorney-in-fact of the above-named Surety Company, and that he/she is duly authorized to execute the same and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertakings and obligations, and that he/she acknowledged to me that as Attorney-in-fact executed the same.

Subscribed and sworn to before me this _____ day of _____, 20____.

My commission expires: _____

Resides at: _____

NOTARY PUBLIC

Agency: _____
Agent: _____
Address: _____
Phone: _____

Approved As To Form: May 25, 2005
By Alan S. Bachman, Asst Attorney General



Division of Facilities Construction and Management

CHANGE ORDER # _____

CONTRACTOR: _____

AGENCY OR INSTITUTION: _____

PROJECT NAME: _____

PROJECT NUMBER: _____

CONTRACT NUMBER: _____

ARCHITECT: _____

DATE: _____

CONSTRUCTION CHANGE DIRECTIVE NO.	PROPOSAL REQUEST NO.	AMOUNT		DAYS	
		INCREASE	DECREASE	INCREASE	DECREASE

	Amount	Days	Date
ORIGINAL CONTRACT			
TOTAL PREVIOUS CHANGE ORDERS			
TOTAL THIS CHANGE ORDER			
ADJUSTED CONTRACT			

DFCM and Contractor agree that the terms, contract sum, scope of the Work and time specified in this Change Order shall constitute the full accord and satisfaction, and complete adjustment to the Contract and includes all direct and indirect costs and effects related to, incidental to, and/or reasonably implied from such change in the contract terms, sum, scope of the Work and time.

Contractor: _____

Date

Architect/Engineer: _____

Date

Agency or Institution: _____

Date

DFCM: _____

Date

Funding Verification: _____

Date

Page ____ of ____ page(s)

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CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT _____ PROJECT NO: _____
AGENCY/INSTITUTION _____

AREA ACCEPTED _____

The Work performed under the subject Contract has been reviewed on this date and found to be Substantially Completed as defined in the General Conditions; including that the construction is sufficiently completed in accordance with the Contract Documents, as modified by any change orders agreed to by the parties, so that the State of Utah can occupy the Project or specified area of the Project for the use for which it is intended.

The DFCM - (Owner) accepts the Project or specified area of the Project as Substantially Complete and will assume full possession of the Project or specified area of the Project at _____ (time) on _____ (date).

The DFCM accepts the Project for occupancy and agrees to assume full responsibility for maintenance and operation, including utilities and insurance, of the Project subject to the itemized responsibilities and/or exceptions noted below:

The Owner acknowledges receipt of the following closeout and transition materials:

☐ As-built Drawings ☐ O & M Manuals ☐ Warranty Documents ☐ Completion of Training Requirements

A list of items to be completed or corrected (Punch List) is attached hereto. The failure to include an item on it does not alter the responsibility of the Contractor to complete all the Work in accordance with the Contract Documents, including authorized changes thereof. The amount of _____ (Twice the value of the punch list work) shall be retained to assure the completion of the punch list work.

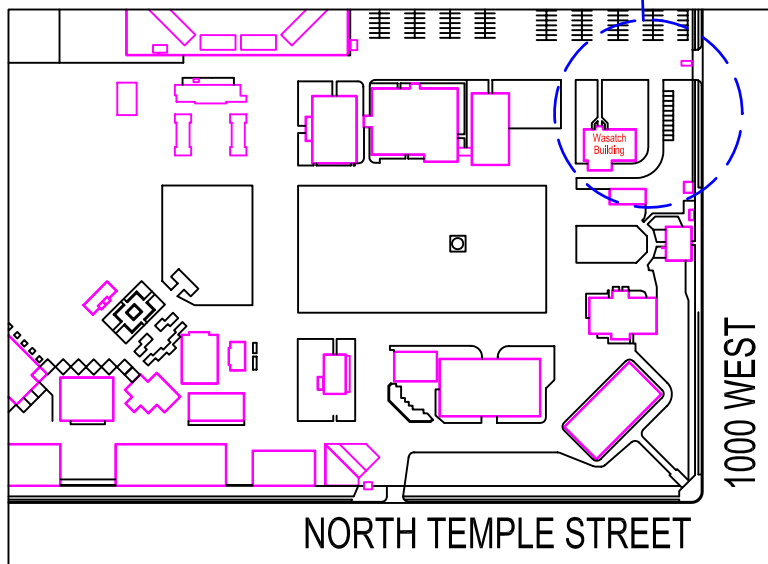
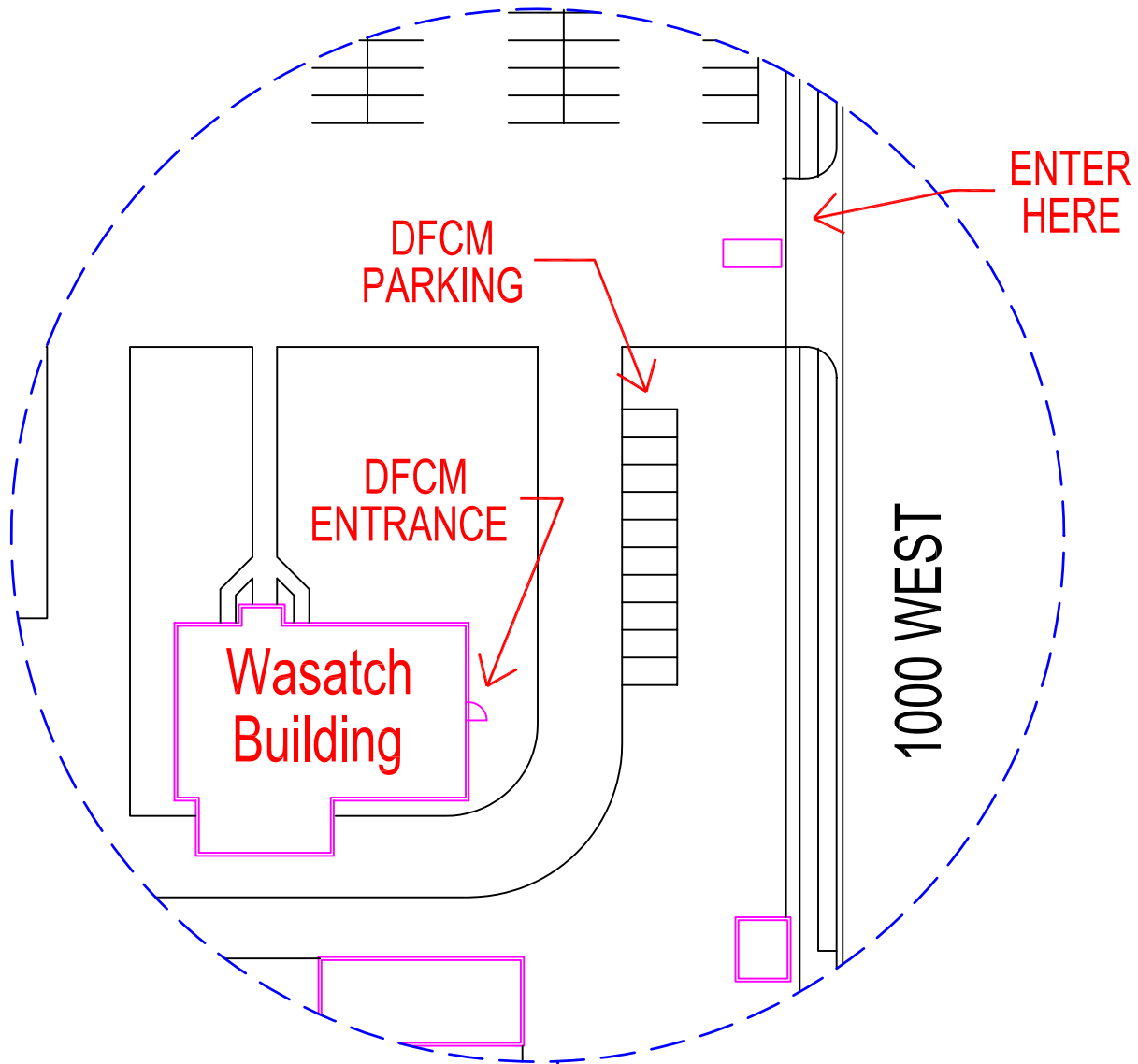
The Contractor shall complete or correct the Work on the list of (Punch List) items appended hereto within _____ calendar days from the above date of issuance of this Certificate. The amount withheld pending completion of the list of items noted and agreed to shall be: \$ _____. If the list of items is not completed within the time allotted the Owner has the right to be compensated for the delays and/or complete the work with the help of independent contractor at the expense of the retained project funds. If the retained project funds are insufficient to cover the delay/completion damages, the Owner shall be promptly reimbursed for the balance of the funds needed to compensate the Owner.

CONTRACTOR (include name of firm) by: _____
(Signature) DATE

A/E (include name of firm) by: _____
(Signature) DATE

USING INSTITUTION OR AGENCY by: _____
(Signature) DATE

DFCM (Owner) by: _____
(Signature) DATE



UTAH STATE
FAIR PARK



DFCM Temporary Location

Edge of Cedars State Park
HVAC Upgrades

DFCM Project # 06157510
VBFA Project # 06265

DIVISION 15 - MECHANICAL

15010 BASIC MECHANICAL REQUIREMENTS
15900 AUTOMATIC TEMPERATURE CONTROLS

SECTION 15010 - BASIC MECHANICAL REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this and the other sections of Division 15.
- B. This section applies to all Division 15 specification sections.

1.2 SUMMARY

- A. This Section includes general administrative and procedural requirements for mechanical installations. The following administrative and procedural requirements are included in this Section to expand the requirements specified in Division 1:
 - 1. Submittals.
 - 2. Coordination drawings.
 - 3. Record documents.
 - 4. Rough-ins.
 - 5. Mechanical installations.
 - 6. Cutting and patching.
- B. Related Sections: The following sections contain requirements that relate to this section:
 - 1. Division 15 Section "BASIC MECHANICAL MATERIALS AND METHODS," for materials and methods common to the remainder of Division 15, plus general related specifications including:
 - a. Access to mechanical installations.
 - b. Excavation for mechanical installations within the building boundaries, and from building to utilities connections.

1.3 GOVERNING REGULATIONS AND AUTHORITIES

- A. Regulations include laws, ordinances, codes, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within the construction industry that control performance of the work, govern the execution of the work embodied in the contract documents, and the interpretation of the contract documents.
- B. Applicable codes and documents to this project are, but not limited to, the following:
 - 1. 2006 International Building Code - (with Utah amendments)
 - 2. 2006 International Mechanical Code - (with Utah amendments)
 - 3. 2006 International Plumbing Code - (with Utah amendments)
 - 4. 2006 International Energy Conservation Code.
 - 5. National Electrical Code - current edition

1.4 SUBMITTALS

- A. General: Follow the procedures specified in Division 1 Section "SUBMITTALS", and as outlined below.
1. By description, catalog number and manufacturer's name standards of quality have been established for certain manufactured equipment items and specialties which are to be furnished by this Division. Substitute products of equal or better quality may only be proposed for use if specifically named in the specifications or given written approval prior to bidding. Requests for substitution shall be made in accordance with the General Provisions.
 2. Within 45 days after the date of award of contract, and before commencement of work, a complete schedule of all equipment and materials proposed for installation shall be submitted.
 3. Submittal data for Division 15 shall be submitted arranged in a three-ring binder. Binder shall have a complete index with equipment listed in the same sequence as the sections in the specifications. Identify the equipment submitted with drawings, schedule number, and specification paragraph number.
 4. Submittals shall include, but not be limited to the following:
 - a. Scheduled Equipment Items
 - b. Vibration Elimination Devices
 - c. Seismic Restraint System
 - d. Valves
 - e. Insulation
 - f. Registers, Grilles, and Diffusers
 - g. Automatic Temperature Controls
 - h. Certificates of Guarantee
 5. Description of equipment shall include sizes, capacities, operating characteristics, brand names, motor horsepowers, accessories, materials gauges, manufacturer's maintenance instructions and other pertinent information required to establish quality of the products. List on the front of catalogs the page number referring to submitted items. Underline applicable data on the indicated pages. Where proposed equipment size varies from equipment first named, Contractor shall specifically call Architect's attention to that fact in writing at the time of submission of data.
 6. All submittal data shall be turned over to the Architect at one time. No consideration will be given to partial submittals.
 7. After engineering review, the Contractor may proceed to place an order for such item of equipment. However, actual fabrication by manufacturer may not commence until complete and accurate shop drawings have been submitted to Architect and have received his reviewed stamp and signature.
 8. A copy of the complete contract specification for the item, including motor requirements and any specific details of construction, shown on the drawings shall be sent to the factory furnishing such item, at the time the order is placed to avoid unnecessary errors.
 9. The Contractor should protect himself with the supplier of alternate named equipment. Should Contractor submit on any item of equipment other than first named equipment in the specification and if alternate

equipment is rejected or disapproved by the Architect for any of the reasons stated above, the Contractor shall be required to resubmit on first named equipment.

10. All items other than first named specified equipment shall show and state all exceptions and deviations taken and shall include design calculations.
 11. The Contractor shall review the submittals prior to submission to make sure that submittals are complete in all details. Contractor shall verify equipment dimensions to fit the spaces provided with sufficient clearance for servicing the equipment. Submittals will not be reviewed which do not bear the Contractor's notation that such checking has been made.
 12. Equipment submittal shall show the proper arrangements to suit installation and maintenance such as motor location, access doors, filter removal, piping connections, etc.
 13. Equipment submittal sheets shall be clearly marked indicating equipment symbol and exact selection of proposed equipment.
 14. Review and acceptance of submittal does not relieve the Contractor of responsibility for fulfilling the contract requirements. Review of the submittal shall not change the contract requirements. Items not covered in the accepted submittal or items incorrectly covered but not recognized or identified shall not be used contrary to the contract documents.
 15. Verify electrical characteristics of all equipment with Division 16 before ordering any equipment.
- B. Increase, by the quantity listed below, the number of mechanical related shop drawings, product data, and samples submitted, to allow for required distribution plus one copy of each submittal required, which will be retained by the Mechanical Consulting Engineer.
1. Shop Drawings - Initial Submittal: 1 additional blue- or black-line prints.
 2. Shop Drawings - Final Submittal: 1 additional blue- or black-line prints.
 3. Product Data: 1 additional copy of each item.
 4. Samples: 1 additional set.
- C. Additional copies may be required by individual sections of these Specifications.

1.5 RECORD DOCUMENTS

- A. Prepare record documents in accordance with the requirements in Division 1 Section "CONTRACT CLOSEOUT." In addition to the requirements specified in Division 1, indicate the following installed conditions:
1. Ductwork mains and branches, size and location, for both exterior and interior; locations of dampers and other control devices; filters, boxes, and terminal units requiring periodic maintenance or repair.
 2. Mains and branches of piping systems, with valves and control devices located and numbered, concealed unions located, and with items requiring maintenance located (i.e., traps, strainers, expansion compensators, tanks, etc.). Valve location diagrams, complete with valve tag chart. Refer to Division 15 Section "Mechanical Identification." Indicate actual inverts and horizontal locations of underground piping.
 3. Equipment locations (exposed and concealed), dimensioned from prominent building lines.

4. Approved substitutions, Contract Modifications, and actual equipment and materials installed.
- B. Engage the services of a Land Surveyor or Professional Engineer registered in the state in which the project is located as specified in Division 1 Section "FIELD ENGINEERING" to record the locations and invert elevations of underground installations.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to the project properly identified with names, model numbers, types, grades, compliance labels, and other information needed for identification.

1.7 WARRANTIES

- A. In addition to guarantee specified in General Conditions, guarantee heating and plumbing systems to be free from noise in operation that may develop from failure to construct system in accordance with Contract Documents.
- B. That all pipes, conduit, and connections shall be free from foreign matter and pockets and that all other obstructions to the free passage of water, liquid and vent shall be removed.
- C. That all devices incorporated in these systems shall be adjusted in a manner that each shall develop its maximum efficiency in the operation of the system.
- D. All equipment and the complete system shall be guaranteed for a period of one year from the date of Substantial Completion. The Contractor shall be responsible for a 100-percent guarantee for the system and all items of equipment for this period.
- E. Any failure that disables a heating or cooling system shall have repairs completed within 24 hours. If repair parts are not available in local stock, they shall be shipped via air freight at no charge to the owner.

PART 2 - PRODUCTS

2.1 GENERAL

- A. Arrange equipment with factory panels, conduits, piping, etc. to allow proper access to equipment. Comply with clearances required by the National Electric Code.

PART 3 - EXECUTION

3.1 ROUGH-IN

- A. Verify final locations for rough-ins with field measurements and with the requirements of the actual equipment to be connected.

3.2 MECHANICAL INSTALLATIONS

- A. General: Sequence, coordinate, and integrate the various elements of mechanical systems, materials, and equipment. Comply with the following requirements:
1. Coordinate mechanical systems, equipment, and materials installation with other building components.
 2. Verify all dimensions by field measurements.
 3. Arrange for chases, slots, and openings in other building components during progress of construction, to allow for mechanical installations.
 4. Coordinate the installation of required supporting devices and sleeves to be set in poured-in-place concrete and other structural components, as they are constructed.
 5. Sequence, coordinate, and integrate installations of mechanical materials and equipment for efficient flow of the Work. Give particular attention to large equipment requiring positioning prior to closing in the building.
 6. Where mounting heights are not detailed or dimensioned, install systems, materials, and equipment to provide the maximum headroom possible.
 7. Coordinate connection of mechanical systems with exterior underground and overhead utilities and services. Comply with requirements of governing regulations, franchised service companies, and controlling agencies. Provide required connection for each service.
 8. Install systems, materials, and equipment to conform with manufacturers installation instructions and approved submittal data, including coordination drawings, to greatest extent possible. Conform to arrangements indicated by the Contract Documents, recognizing that portions of the Work are shown only in diagrammatic form. Where coordination requirements conflict with individual system requirements, refer conflict to the Architect.
 9. Install systems, materials, and equipment level and plumb, parallel and perpendicular to other building systems and components, where installed exposed in finished spaces.
 10. Install mechanical equipment to facilitate servicing, maintenance, and repair or replacement of equipment components. As much as practical, connect equipment for ease of disconnecting, with minimum of interference with other installations. Extend grease fittings to an accessible location.
 11. Install systems, materials, and equipment giving right-of-way priority to systems required to be installed at a specified slope.
 12. Completely clean all mechanical equipment and systems of dirt, dust, debris and overspray at the time of substantial completion.
 13. All factory-authorized equipment start-ups shall be witnessed by the Owner's representative, unless written exception is given. Any equipment start-ups completed without Owner's representative being present shall be repeated.

3.3 CUTTING AND PATCHING

- A. General: Perform cutting and patching in accordance with Division 1 Section "CUTTING AND PATCHING." In addition to the requirements specified in Division 1, the following requirements apply:

1. Protection of Installed Work: During cutting and patching operations, protect adjacent installations.
- B. Perform cutting, fitting, and patching of mechanical equipment and materials required to:
 1. Uncover Work to provide for installation of ill-timed Work.
 2. Remove and replace defective Work.
 3. Remove and replace Work not conforming to requirements of the Contract Documents.
 4. Remove samples of installed Work as specified for testing.
 5. Install equipment and materials in existing structures.
 6. Upon written instructions from the Architect, uncover and restore Work to provide for Architect/Engineer observation of concealed Work.
- C. Cut, remove and legally dispose of selected mechanical equipment, components, and materials as indicated, including but not limited to removal of mechanical piping, heating units, plumbing fixtures and trim, and other mechanical items made obsolete by the new Work.
- D. Protect the structure, furnishings, finishes, and adjacent materials not indicated or scheduled to be removed.
- E. Provide and maintain temporary partitions or dust barriers adequate to prevent the spread of dust and dirt to adjacent areas.
 1. Patch existing finished surfaces and building components using new materials matching existing materials and experienced Installers. Installers' qualifications refer to the materials and methods required for the surface and building components being patched.
 2. Patch finished surfaces and building components using new materials specified for the original installation and experienced Installers. Installers' qualifications refer to the materials and methods required for the surface and building components being patched.

END OF SECTION 15010

SECTION 15900 – BUILDING AUTOMATION SYSTEM

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions, apply to this section.
- B. This section applies to all Division 15 specification sections.

1.2 SCOPE OF WORK

- A. **The control system shall be compatible with the existing Facility Management and Control System (FMCS).** The contractor shall integrate the new controls with the existing building automation system, incorporating direct digital control (DDC) for energy management, equipment monitoring and control as herein specified. The system shall include all required software and licenses, hardware, controllers, sensors, transmission equipment, local panels, conduit, wire, installation, engineering, database and setup, supervision, commissioning, acceptance test, training, warranty service and, at the owner's option, extended warranty service. Licenses for all software shall be registered to the customer. Include all upgrades for a period of one year.
- B. All materials and equipment used shall be standard components, regularly manufactured with standard part numbers and owners manuals for this and/or other systems. One of a kind, third party or custom integrations devices designed specially for this project will not be allowed.

1.3 RELATED WORK SPECIFIED ELSEWHERE:

- A. Drawings and general provisions of the Contract, including General and supplementary Conditions and Division-1 specification sections, apply to work of this section.
- B. Products furnished but not installed under this section:
 - 1. Valves, flow switches, flow sensors, thermowells and pressure taps to be installed under section 15000.
- C. Coordination with electrical:
 - 1. Installation of all line voltage power wiring by division 16.
 - 2. VFD's shall be provided under Division 16.
 - 3. Each motor starter provided under Division 16, shall be furnished with individual control power transformer to supply 120 volt control power and auxiliary contacts (one N.O. and one N.C.) for use by this section.

1.4 QUALITY ASSURANCE

- A. The system shall be furnished, engineered, and installed by the manufacturers' locally authorized representative. The controls contractor shall have factory-trained technicians to provide instruction, routine maintenance, and emergency service within 24 hours upon receipt of request.
- B. At the time of bid, all FMCS Application Specific Controllers and Programmable Equipment Controllers shall be listed as follows:
- C. Underwriters Laboratory, UL 916
 - 1. FCC Regulation, Part 15, Class B

1.5 SUBMITTALS

- A. Submit 6 complete sets of documentation in the following phased delivery schedule:
 - 1. Valve and damper schedules
 - 2. Equipment data cut sheets
 - 3. System schematics, including:
 - a. Sequence of operations
 - b. Point names
 - c. Point addresses
 - d. Point to point wiring
 - e. Interface wiring diagrams
 - f. Panel layouts
 - g. System riser diagrams
 - 4. AutoCAD[®] compatible as-built drawings.
 - a. ATC Submittals shall be completed using HVAC Solution Software. AutoCAD files will be accepted on components and systems which HVAC Solution does not support. The main Bulk of the submittals shall be submitted using HVAC Solution.
- B. Upon project completion, submit operation and maintenance manuals, consisting of the following:
 - 1. Index sheet, listing contents in alphabetical order.
 - 2. Manufacturer's equipment parts list of all functional components of the system, disk of system schematics, including wiring diagrams.
 - 3. Description of sequence of operations.
 - 4. As-Built interconnection wiring diagrams.
 - 5. User's documentation containing product, system architectural and programming information.
 - 6. Trunk cable schematic showing remote electronic panel locations, and all trunk data.
 - 7. List of connected data points, including panels to which they are connected and input device (ionization detector, sensors, etc.)
 - 8. Conduit routing diagrams.
 - 9. Copy of the warranty/guarantee.
 - 10. Operating and maintenance cautions and instructions.
 - 11. Recommended spare parts list.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

- A. Delta Control by Atkinson Electronics Inc.

2.2 The existing Facility Management Control System (FMCS) is BACnet Ethernet and shall include:

- A. Programmable Equipment Controllers (PEC's) for control of primary mechanical systems and distributed system applications. Controllers shall be fully programmable to create custom control solutions.
- B. Application Specific Controllers (ASC's) for control of VAV terminal units, Fan coil terminal units, Unit Vent terminal units, Heat Pump units and other terminal equipment.
- C. All components and controllers supplied under this contract shall be true "peer-to-peer" communicating devices

2.3 PROGRAMMABLE EQUIPMENT CONTROLLERS (PEC)

- A. Programmable Equipment Controllers (PEC's) shall be stand-alone, multi-tasking, real-time digital control processors.
- B. The PEC's shall communicate via BACnet communication according to ASHRAE standard ANSI/ASHRAE 135-2001 or Lonworks FT110.
- C. The PEC must communicate peer-to-peer with all of the network application specific, programmable controllers and third party devices.
- D. The PEC software database must be able to execute all of the specified mechanical system controls functions. The programming software shall be able to bundle software logic to simplify control sequencing. All values, which make up the PID output value, shall be readable and modifiable at a workstation or portable service tool. Each input, output, or calculation result shall be capable of being shared/bound with any controller or interface device on the network.
- E. Provide programming, engineering, and configuration tools used for the project duly licensed to the owner for owner's use.
- F. PEC's shall be able to execute custom, job-specific processes defined by the user, to automatically perform calculations and special control routines.
- G. A single process shall be able to incorporate measured or calculated data from any and all other PEC's on the network. In addition, a single process shall be able to issue commands to points in any and all other PEC's on the network.
- H. Each PEC shall support firmware upgrades without the need to replace hardware.

- I. Each PEC shall continuously perform self-diagnostics, which include communication diagnosis and diagnosis of all components.
- J. In the event of the loss of normal power, there shall be an orderly shutdown of all PEC's to prevent the loss of database or operating system software. Non-volatile memory shall be incorporated for all critical controller configuration data and battery backup shall be provided to support the real-time clock and all volatile memory for a minimum of 72 hours.
- K. Upon restoration of normal power, the PEC shall automatically resume full operation without manual intervention.
 - 1. All PEC's control programming and databases must be stored in Flash memory, therefore eliminating data loss, downtime and re-load time.
- L. Provide a separate PEC for each AHU or other HVAC system such that the inputs, calculations, and outputs shall reside on a single controller.

2.4 APPLICATION SPECIFIC CONTROLLERS (ASC)

- A. Each Application Specific Controller (ASC) shall operate as a stand-alone BacNet controller capable of performing its specified control responsibilities independent of other controllers in the network. Each ASC shall be a minimum 16-BIT microprocessor based, multi-tasking, multi-user, real time digital control processor.
- B. Controllers shall include all inputs and outputs necessary to perform the specified control sequences. Analog and digital outputs shall be industry standard signals such as 0-10V and 3-point floating control allowing for interface to a variety of industry standard modulating actuators. The ASC inputs and outputs shall consist of industry standards types. Inputs shall be electrically isolated from outputs, communications and power.
- C. All controller sequences and operation shall provide closed loop control of the intended application. Closing control loops over the network is not acceptable.
- D. The control program shall reside in the ASC. The application program and the configuration information shall be stored in non-volatile memory with no battery back-up required.
- E. After a power failure the ASC must run the control application using the current setpoints and configuration. Reverting to default or factory setpoints are not acceptable.

2.5 PROJECT SPECIFIC WEB PAGES:

- A. The existing FMCS graphics shall be modified to include the additional functionality and control described in this specification. The format shall be consistent with the existing graphics.

2.6 FIELD DEVICES

- A. Provide automatic control valves, control damper actuators, thermostats, clocks, sensors, controllers, and other components as required for complete installation. Except as otherwise indicated, provide manufacturer's standard control system components as indicated by published product information, designed and constructed as recommended by manufacturer.
- B. Temperature Sensors:
 - 1. Temperature Sensors: Temperature sensors shall be linear precision elements with ranges appropriate for each specific application.
 - 2. Space (room) sensors shall be available with setpoint adjustment and override switch.
 - 3. Duct mounted averaging sensors shall utilize a sensing element incorporated in a copper capillary with a minimum length of 20 feet. The sensor shall be installed according to manufacture recommendation and looped and fastened at a minimum of every 36 inches.
 - 4. Sunshields shall be provided for outside air sensors.
 - 5. Thermo-wells for all immersion sensors shall be stainless steel or brass as required for the application.
- C. Humidity Sensors: Humidity sensors shall be of the solid-state type using a capacitance-sensing element. The sensor shall vary the output voltage with a change in relative humidity. Room humidity sensors shall have a minimum range of 10% to 90% $\pm 5\%$. Supply air humidity sensors shall have a range of 10% to 90% $\pm 5\%$.
- D. Pressure Sensors: The differential pressure sensor shall be temperature compensated and shall vary the output voltage with a change in differential pressure. Sensing range shall be suitable for the application with linearity of 1.5% of full scale and offset of less than 1% of full scale. Sensor shall be capable of withstanding up to 150% of rated pressure without damage.
- E. Switches and Thermostats
 - 1. The FMCS Contractor shall furnish all electric relays and coordinate with the supplier of magnetic starters for auxiliary contact requirements. All electric control devices shall be of a type to meet current, voltage, and switching requirement of their particular application. Relays shall be provided with 24 VAC coils and contacts shall be rated at 10 amps minimum.
 - 2. Differential Pressure Switches: Pressure differential switches shall have SPDT changeover contact, switching at an adjustable differential pressure setpoint.
 - 3. Current Sensing Relays: Motor status indications, where shown on the plans, shall be provided via current sensing relays. The switch output contact shall be rated for 30 VDC, .15 amps.
- F. Control Valves
 - 1. General: Control Valves up to 4 inches shall be globe valves and shall be sized for a 3 to 5 psi pressure drop. Valves shall be packless,

modulating, electrically or magnetically actuated, with a control rangeability of 100 to 1. These valves shall have equal percentage flow characteristics in relationship to valve opening.

2. Hot gas bypass valve shall be a magnetic modulating diverting valve compatible with refrigeration applications. The valve shall be suitable for hot gas bypass and heat recovery applications. The valve shall be suitable for safety refrigerants such as R134a and R22. The valve shall have a steel/copper valve body with a bronze/stainless steel seat and inner valve material. Magnetic motor shall be used to enhance response time and provide stability. Turn down ratio shall be 500 to 1. Valve shall be Stearns model MXG461.

G. Damper Actuators

1. Actuators shall be of the push-pull or rotary type of modulating, 3-point floating, or 2-position control as required by the application. The actuator shall use an overload-proof synchronous motor or an electric motor with end switches to de-energize the motor at the end of the stroke limits. Control voltage shall be 24 VAC, 0-20 VDC, or 4-20 ma as required. Actuators shall be available with spring return to the normal position when required. Actuators shall have a position indicator for external indication of damper position. Actuators shall have manual override capability without disconnecting damper linkage.

H. Control Dampers

1. Motorized dampers, unless otherwise specified elsewhere, shall have damper frames using 13 gauge galvanized steel channel or 1/8" extruded aluminum with reinforced corner bracing. Damper blades shall not exceed ten (10) inches in width or 48" in length. Blades are to be suitable for high velocity performance. Damper bearings shall be as recommended by manufacturer for application. Bushings that turn in the bearing are to be oil impregnated sintered metal. All blade edges and top and bottom of the frame shall be provided with replaceable, butyl rubber or neoprene seals. Side seals may be spring-loaded stainless steel. The seals shall provide a maximum of 1% leakage at a wide open face velocity of 1500 FPM and 4: W.C. close-off pressure. The damper linkage shall provide a linear flow or equal percentage characteristic as required. Provide Ruskin RCD46 model or equal.
2. Control dampers shall be parallel or opposed blade type as scheduled on drawings or outdoor and return air mixing box dampers shall be parallel blade, arranged to direct air streams towards each other. All other dampers may be parallel or opposed blade types.

PART 3 - EXECUTION

3.1 PROJECT MANAGEMENT

- A. Provide a project manager who shall, as a part of his duties, be responsible for the following activities:

1. Coordination between the Controls Contractor and all other trades, Owner, local authorities and the design team.
2. Scheduling of manpower, material delivery, equipment installation and checkout.
3. Maintenance of construction records such as project scheduling and manpower planning and AutoCAD or Visio for project co-ordination and as-built drawings.
4. Coordination/Single point of contact

3.2 INSTALLATION METHODS

- A. Install systems and materials in accordance with manufacturer's instructions, rough-in drawings and equipment details. Install electrical components and use electrical products complying with requirements of applicable Division-16 sections of these specifications.
- B. The term "control wiring" is defined to include providing of wire, conduit, and miscellaneous materials as required for mounting and connecting electric or electronic control devices.
- C. To run BACnet on the ethernet network, the installer is required to run, at minimum, plenum rated CAT 5e cabling for all runs associated with this network.
- D. All exposed wiring, low and line voltage subject to mechanical damage, shall be run in conduit. Line and low voltage wiring shall be run in separate conduits. Concealed but accessible wiring, except in mechanical rooms and areas where other conduit and piping are exposed shall run in UL plenum rated cable as approved by local codes unless expressly restricted by requirements in Division 16 specification.
- E. All Controllers, Relays, Transducers, etc., required for stand-alone control shall be housed in a NEMA 1 enclosure with a lockable door.

3.3 SYSTEM ACCEPTANCE

- A. General: The system installation shall be complete and tested for proper operation prior to acceptance testing for the Owner's authorized representative. A letter shall be submitted to the Architect requesting system acceptance. This letter shall certify all controls are installed and the software programs have been completely exercised for proper equipment operation. Acceptance testing will commence at a mutually agreeable time within ten (10) calendar days of request. When the field test procedures have been demonstrated to the Owner's representative, the system will be accepted. The warranty period will start at this time.
- B. Field Equipment Test Procedures: DDC control panels shall be demonstrated via a functional end to end test. Such that:
 1. All output channels shall be commanded (on/off, stop/start, adjust, etc.) and their operation verified.
 2. All analog input channels shall be verified for proper operation.

3. All digital input channels shall be verified by changing the state of the field device and observing the appropriate change of displayed value.
 4. If a point should fail testing, perform necessary repair action and retest failed point and all interlocked points.
 5. Automatic control operation shall be verified by introducing an error into the system and observing the proper corrective system response.
 6. Selected time and setpoint schedules shall be verified by changing the schedule and observing the correct response on the controlled outputs.
- C. As-Built Documentation: After a successful acceptance demonstration, the Contractor shall submit as-built drawings of the completed project for final approval. After receiving final approval, supply "6" complete as-built drawing sets, together with AutoCAD or Visio diskettes to the owner.
- D. Operation and Maintenance Manuals: Submit four copies of operation and maintenance manuals. Include the following
1. Manufacturer's catalog data and specifications on sensors, transmitters, controllers, control valves, damper actuators, gauges, indicators, terminals, and any miscellaneous components used in the system.
 2. An operator's manual that will include detailed instructions for all operations of the system.
 3. An operator's reference table listing the addresses of all connected input points and output points. Settings shall be shown where applicable.
 4. A copy of the warranty/guarantee.
 5. Operating and maintenance cautions and instructions.

3.4 TRAINING

- A. Contractor shall provide to the engineer a training class outline prior to any scheduled training.
- B. Factory trained control engineers and technicians shall provide training sessions for the Owner's personnel.
- C. The control contractor shall conduct two (2) four-hour training courses for the designated owners personnel in the maintenance and operation of the control system. One class shall be given before system acceptance and the others monthly into the warranty/guarantee time period.
- D. The course shall include instruction on specific systems and instructions for operating the installed system to include as a minimum:
1. HVAC system overview
 2. Operation of Control System
 3. Function of each Component
 4. System Operating Procedures
 5. Programming Procedures
 6. Maintenance Procedures

3.5 WARRANTY/GUARANTEE

- A. The control system shall be warranted / guaranteed to be free from defects in both material and workmanship for a period of one (1) year of normal use and service. This warranty/guarantee shall become effective the date the owner accepts or receives beneficial use of the system.

PART 4 - SEQUENCE OF OPERATION

4.1 AAON UNIT CONTROL RETROFIT – TYPICAL OF TWO (2)

- A. The Aaon units shall be retrofit to provide DDC controls that shall communicate to the existing FMCS. The new DDC controls shall include the following:
 - 1. Stop/start and status of the supply and relief fans.
 - 2. Discharge temperature control.
 - 3. Economizer control.
 - 4. Space relative humidity control.
 - 5. DX cooling control including low ambient control.
 - 6. Building static pressure control.
- B. The supply and return fans shall be enabled by a signal from the existing FMCS. They shall run continuously subject to existing safety interlocks.
- C. The building static pressure shall be controlled by modulating exhaust fan speed via new VFD to maintaining the space static pressure setpoint.
- D. The outside air relative humidity shall be monitored to lock out the economizer when outside air conditions will hinder the space relative humidity control. The economizer shall enabled to operate for temperature control below 65 degrees OSA when the outside air dew point is between 32°F and 52°F.
- E. The discharge air controller shall modulate the economizer dampers as a first stage of cooling when outside air conditions permit. On a further call for cooling, the DX cooling shall be staged to maintain the discharge air temperature setpoint of 55° F. (adj).
- F. The space relative humidity shall enable the DX cooling when dehumidification is required. On a call for dehumidification, the DX compressors shall stage on to maintain the space relative humidity setpoint. The DX cooling shall be enabled for dehumidification mode when the outside air dew point temperature is above 52° OSA. In the dehumidification mode the VAV reheat controls shall modulate to maintain the space temperature setpoints
- G. To accommodate the economizer lockout, the DX unit may require the unit to run in low ambient conditions, a VFD shall be provided (by others) on the DX condenser fan. A control loop sensing head pressure or liquid temperature shall modulate the condenser fan speed to maintain the setpoint.

4.2 MAMMOTH UNIT CONTROL RETROFIT – TYPICAL OF ONE (1)

- A. The Mammoth unit shall be retrofit to provide DDC controls that shall communicate to the existing FMCS. The new DDC controls shall include the following:
 - 1. Stop/start and status of the supply and relief fans.
 - 2. Discharge temperature control.
 - 3. Economizer control.
 - 4. Space relative humidity control.
 - 5. DX cooling control including hot gas bypass.
 - 6. Building static pressure control.
- B. The supply and return fans shall be enabled by a signal from the existing FMCS. They shall run continuously subject to existing safety interlocks.
- C. The building static pressure shall be controlled by modulating a relief damper to maintaining the space static pressure setpoint.
- D. The outside air relative humidity shall be monitored to lock out the economizer when outside air conditions will hinder the space relative humidity control. The economizer shall be enabled to operate for temperature control below 65 degrees OSA when the outside air dew point is between 32°F and 52°F.
- E. The discharge air controller shall modulate the economizer dampers as a first stage of cooling when outside air conditions permit. On a further call for cooling, the DX cooling shall be staged to maintain the discharge air temperature setpoint of 55° F. (adj). Between stages and at low demand the hotgas bypass valve shall modulate to maintain the setpoint.
- F. The space relative humidity shall enable the DX cooling when dehumidification is required. On a call for dehumidification, the DX compressors shall stage on to maintain the space relative humidity setpoint. Between stages and at low demand the hotgas bypass valve shall modulate to maintain the setpoint. The DX cooling shall be enabled for dehumidification mode when the outside air dew point temperature is above 46° OSA. On a further call for dehumidification, the supply fan shall be controlled to low speed and the discharge air temperature shall be reset to 49° F.

END OF SECTION 15900